

REMARKS

By the present amendments, Claim 2 has been amended to re-insert language inadvertently deleted in the previous Amendment and Response filed on September 6, 2005, and therefore, is not being made for any purpose relating to patentability. Accordingly, Claims 1-5, 8-11, 13-17, 20-23, 25-26 and 28 remain pending. Applicants respectfully submit that no new matter has been added by the foregoing amendments.

Filed herewith is a Petition for Extension of Time under 37 C.F.R. §1.136 requesting a one-month extension of time and the requisite fee, and a Request for Continued Examination (RCE) and the requisite fee. In view of the amendments and remarks, Applicants respectfully assert that the objections and rejections are now made moot and that the pending claims are in condition for allowance.

Claim Rejection – 35 USC §103

In the Office Action, Claims 1-5, 8-11, 13-17, 20-23, 26 and 28 were rejected under 35 U.S.C. §103(a) as being unpatentable over Kitchen in view of U.S. Patent No. 6,128,603 to Dent et al. In the Office Action, the teaching of Kitchen is combined with the teaching of Dent, which allegedly discloses a payer disputing a bill and the biller determining the revised amount of the available bill. It is concluded in the Office Action that it would have been obvious to one with ordinary skill in the art at the time the invention was made to modify the method of Kitchen with the teaching of Dent to allow a payer to disputing a bill and the biller to determine the revised amount of the available bill.

Dent is directed to a consumer-based bill management and payment system that enables a consumer to dispute an item in an electronic billing statement 110, which is also referred to in Dent as the bill UI 110. As generally described in the text cited by the Examiner in the Office Action, that is, column 10, line 42, column 11, line 42, Dent teaches that a consumer can dispute an item listed in the bill UI 110 by clicking on an appropriate column cell identifying a prearranged dispute reason for non-payment or partial payment of the disputed item. While the bill UI 110 is designed to automatically adjust the amount paid column 116 so the amount paid

by the customer reflects the disputed amount, the amount due column 114 is static and does not change (see column 11, lines 1-3). Thus, the biller in Dent does not determine a revised bill amount (i.e., the amount due column) as suggested in the Office Action, but it is the customer in Dent that determines a revised paid amount (i.e., the amount paid column) without biller approval or review of the disputed amount.

In marked contrast to the teaching of Dent, independent Claim 1 recites that the billers “determine and transmit . . . a revised amount of the available bill” and that the pay instructions “direct payment of the revised amount.” The remaining independent, that is, Claims 10, 16, 20 and 26 recite substantially similar limitations. Accordingly, the determination and transmission of the revised amount by the biller occurs after the consumer has disputed the initial bill with the biller. The biller considers the dispute and then sends the consumer a revised amount. Thus, when payment instructions are issued they are directed to payment of the revised amount determined by the biller.

Dent, on the other hand, teaches a system for simultaneously submitting a dispute to the biller with a payment that includes a reduction for the disputed items, notwithstanding that the biller has not approved or agreed with that the dispute(s) is valid. Thus, Dent fails to teach or suggest the biller determining the revised amount and then the payment of the revised amount received from the biller, as are expressly recited in each of independent Claims 1, 10, 16, 20 and 26. In fact, Dent teaches away from the claimed invention by teaching that the amount due column 116 (i.e., the amount of the bill determined by the biller) is static and is not changed or revised when a dispute is indicated via the bill UI 110 (See, e.g., column 11, lines 1-3). Thus, there is no teaching or suggestion of a revised amount from the biller. While the amount paid column 116 (i.e., the amount the consumer is going to pay after deductions for the disputed items) changes at the indication of a dispute, that change occurs as an automatic feature of the bill UI 110, and is not determined by the biller. Further, the pay instructions in Dent are not for a revised amount determined by the biller, but for an amount determined by consumer via the bill UI 110.


In addition, neither Kitchen nor Dent appear to teach a "central network station" for, among other things, directing payment of the revised amount, as recited in independent Claim 1. Similarly, independent Claim 10 refers to a third network location performing similar steps.

Accordingly, independent Claims 1, 10, 16, 20 and 26 are patentable over Kitchen and Dent taken alone or in combination. Likewise, the remaining claims that are dependent on Claims 1, 10, 16, 20 and 26 are allowable as a matter of law as depending from an allowable claim, notwithstanding their independent recitation of patentable features.

CONCLUSION

The Applicants believe they have responded to each matter raised by the Examiner. Allowance of the claims is respectfully solicited. Any questions may be directed to the undersigned at 404.853.8233. It is not believed that fees for addition of claims are required beyond those that may otherwise be provided for in documents accompanying this paper. However, any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

Respectfully submitted,


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